ANNEX 1
补充协议 1
Design Services Agreement
for
Section II of Road Design
of
Modernization and Reconstruction of Hungarian-Serbian Railway Connection in the Territory of Serbia for Section Novi Sad –Subotica- State Border(Kelebija)
匈塞铁路现代化及改建工程塞尔维亚诺维萨德-苏博蒂察-边境段公路设计第II标服务协议
between
China Railway Design Corporation Serbia Ogranak Beograd
中国铁路设计集团有限公司塞尔维亚分公司
And 与
Consortium of
VS Infra Design Doo Beograd, ENCODE doo Beograd and Beoexpert Design doo Beograd 联合体
Contract No. 合同编号: 2021海采塞尔维亚0102 号

January, 2021

2020年1月

The Main Contract No. WW[2020]匈塞 SZ005 号 was concluded on July 10th 2020 between **China Railway Design Corporation Serbia Ogranak Belgrade** as "**Client**" and **Consortium of VS Infra Design Doo Beograd, ENCODE doo Beograd and Beoexpert Design doo Beograd** as "**Consultant**" .

中国铁设塞尔维亚分公司（客户方）与 Consortium of VS Infra Design Doo Beograd, ENCODE doo Beograd and Beoexpert Design doo Beograd 联合体（咨询方）于 2020 年 7 月 10 日签订 WW[2020]匈塞 SZ005 号主合同。

The Preliminary Design of the Serbian-Hungarian Railway Novi Sad - Subotica section has been passed the review and approval of the relevant review department in Serbia. Compared with the intermediate version of preliminary design documents used in bidding, the approved version of the preliminary design has been adjusted and depended, and the design for the relevant parallel and access roads has been added. Therefore, in order to successfully complete the design work, the Client entrusts the Consultant to complete the relevant parallel and access roads design in order to meet the requirements of Design for Building Permit and Design for Construction Drawing, and pass the relevant authorities' review.

匈塞铁路诺苏段初步设计文件经过塞尔维亚相关审查部门的审查和批复。批复版初步设计相对于招标时使用的过程版初步设计文件方案进行了调整和深化，新增了相关地面连接及服务道路等设计。鉴于此，为顺利完成设计工作，客户委托咨询方以满足建筑许可及施工图设计要求，通过相关评审为目的，完成各相关新增地面连接及服务道路设计。

Therefore, through friendly communication, according to the content agreed by the Client and the Consultant, the two parties have reached an agreement to sign the Agreement ANNEX 1.

因此，经友好沟通，双方达成一致意见，并根据约定内容，签署本补充协议。

VS Infra Design doo
Broj: VSID-ANX-0020
Datum: 06.01.2021.god.
Beograd-Novi Beograd

ANNEX 1

Article 1.

第 1 条

Consortium of VS Infra Design Doo Beograd, ENCODE doo Beograd and Beoexpert Design doo Beograd, the Consultant, shall carry out the work in accordance with the scope of work agreed in Appendix 1.
咨询方应依照附件 1 中约定的工作范围开展工作。

Article 2

第 2 条.

The Client shall review the results submitted by the Consultant, and shall confirm that the Consultant has completed his work task in accordance with the contents specified in Appendix 1, and shall pay the amount agreed in Appendix 2.

客户方应对咨询方提交的成果进行审核，确认咨询方按照附件 1 规定的内容完成工作任务后，依照附件 2 约定的价格予以支付。

Article 3.

第 3 条

The following Appendix documents attached hereto shall be deemed to form an integral part of this Agreement ANNEX 1:
以下文件应被视为本补充协议的组成部分:

1. Appendix 1- Scope of Work
   附件 1 – 工作范围
2. Appendix 2- remuneration and payment
   附件 2 – 报酬与支付

Except for the content specified in the appendixes, other contractual terms and regulations are consistent with the main contract WW[2020]匈塞 SZ005 号.

除附件约定内容外，其他合同条款规定与 WW[2020]匈塞 SZ005 号主合同一致。

Article 4

第 4 条

The Agreement ANNEX 1 shall be written in both English and Chinese, four originals and each party keeps two. In case of any discrepancy, the English shall prevail.

本补充协议采用英语和中文，一式四份，双方各执两份。如不一致，以英文为准。

China Railway Design Corporation Serbia Ogranak

Signature:_____

Name: Geng Xin

Title: General Manager

Date:

Consortium of VS Infra Design Doo Beograd, ENCODE doo Beograd and Beoexpert Design doo Beograd

Signature:_____

Name: Vidosav Stevanović

Title: Director

Date:

APPENDIX 1 –SCOPE OF WORK

附件 1- 工作范围

THE DESIGN SCOPE AND TECHNICAL REQUIREMENTS

设计范围和技术要求

1. Objectives 任务目标

Completing the design of roads and appurtenant structures for all stages in accordance with the requirements of contract, CRIC--CCCC JV, Design Consortium and the Client, and the design meet the needs from the Employer and local authority, and meet the requirements of Serbian legal provisions and regulations and facilitate the final construction. The design results of each stage shall obtain approval from the third-party consultant and authority departments.

按照设计合同、联营体、设计联合体、客户方的要求，完成相关公路及附属建筑物的所有阶段的设计。保证完成的公路设计能够满足业主及地方的要求，满足塞尔维亚相关法律法规和欧标的要求，并便于最终的施工。每个阶段的设计成果均应得到第三方咨询和相关部门的批准。

2. Scope of work 工作范围

The commissioned design phase includes building permit design, construction drawing design and subsequent construction process change design and construction coordination work.

委托设计阶段包含建筑许可设计、施工图设计以及后续施工过程的变更设计和施工配合工作等。

The additional workload is set out in the table below (based on Preliminary design documents that have been approved, including, but not limited to, the following):

新增工作量见下表（以批复版初步设计文件为依据，包含但不限于以下所列）：

Ref. no. 编号	Road name 道路名称	parallel and access roads 连接及服务道路

2/3-1.2	GRADE SEPARATION OF THE PEDESTRIAN AND BICYCLE PATH – SUBWAY at km 89+984.34 of the railway line	Денивелација пешачко-бициклистичке стазе - потходник на км 89+984.34 пруге-грађевински пројекат
		Денивелација пешачко-бициклистичке стазе - потходник на км 89+984.34 пруге - пројекат коловозне конструкције
		Приступна саобраћајница станичној згради Кисач на км 90+406.66, Приступна саобраћајница објекту ПС Кисач на км 90+605.94- грађевински пројекат
		Приступна саобраћајница станичној згради Кисач на км 90+406.66, Присупна саобраћајница објекту ПС Кисач на км 90+605.94- пројекат коловозне конструкције
2/3-1.5	GRADE SEPARATION OF LOCAL ROAD – UNDERPASS AT KM 97+027.31 OF THE RAILWAY LINE, ACCESS ROAD TO SI AND TC BUILDING	ACCESS ROAD TO SI AND TC BUILDING
		GRAND SUMMARY - SERVICE ROAD
2/3-1.11	GRADE SEPARATION OF IIB CATEGORY STATE ROAD NO 305 – UNDERPASS AT KM 113+327.64 OF THE RAILWAY LINE	ACCESS ROAD TO VRBAS STATION
2/3-1.21	GRADE SEPARATION OF IIA CATEGORY STATE ROAD NO 109 – UNDERPASS AT KM142+055.50 OF THE RAILWAY LINE	SERVICE ROAD 1
		SERVICE ROAD 2
		SERVICE ROAD 3
		SERVICE ROAD - MACADAM:
2/3-1.22.1.1	Денивелацијапешачко-бициклистичкестазе – потходникнакм 142+712.52 пруге – грађевинскипројекат	
2/3-1.22.1.2	Денивелацијадржавногпута IIA реда бр.109 – подвожњакнакм 142+055.50 пруге-пројекатколовознеконструкције	
	2/3-1.22.2.1	Пројекат сервисне саобраћајнице, приступни пут претоварној рампи на км 143+126.054 и паркингу за камионе из улице Едварда Кардеља-грађевинскипројекат
	2/3-1.22.2.2	Пројекат сервисне саобраћајнице, приступни пут претоварној рампи на км 143+126.054 и паркингу за камионе из улице Едварда Кардеља - пројекатколовознеконструкције

2/3-1.23	GRADE SEPARATION OF IIA CATEGORY STATE ROAD NO 105 – UNDERPASS AT KM143+729.21 OF THE RAILWAY LINE	Mlinska Street
		Čantavirski put Street
		Boška Buhe Street
		ACCESS ROAD TO THE SPN "BAČKA TOPOLA
		ACCESS ROAD TO RAILWAY LOCATION
2/3-1.26	GRADE SEPARATION OF RURAL ROAD – UNDERPASS AT KM 156+453.73 OF THE RAILWAY LINE	SERVICE ROAD 1
		SERVICE ROAD - MACADAM
2/3-1.27	GRADE SEPARATION OF IIB CATEGORY STATE ROAD NUMBER 303 – UNDERPASS AT KM157+443.73 OF THE RAILWAY LINE	SERVICE ROAD 1
		SERVICE ROAD 2
		ACCESS ROAD TO THE SP "ŽEDNIK"
2/3-1.28	GRADE SEPARATION OF RURAL ROAD – OVERPASS AT KM 160+094.84 OF THE RAILWAY LINE	SERVICE ROAD - MACADAM
	2/3-1.28.2.1	Приступни пут стубу ГСМ-Р на км 162+311.95, девијација постојећег пута-грађевинскипројекат
	2/3-1.28.2.2	Приступни пут стубу ГСМ-Р на км 162+311.95, девијација постојећег пута - пројекатколовознеконструкције
2/3-1.29	GRADE SEPARATION OF RURAL ROAD – OVERPASS AT KM 163+566.52 OF THE RAILWAY LINE	SERVICE ROAD WITH RAILWAY WITH ASPHALT TRAFFIC FROM KM 162+200.00 TO KM 162+950.00 RAILWAY
		ACCESS ROAD TO NAUMIĆEVO STATION
		Service road - macadam
	2/3-1.29.3.1	Приступни пут објекту ЕВП Суботица на км 167+920 пруге- грађевински пројекат
	2/3-1.29.3.2	Приступни пут објекту ЕВП Суботица на км 167+920 пруге –пројекат коловозне конструкције
2/3-1.30	GRADE SEPARATION OF LOCAL ROAD – OVERPASS AT KM 168+690.22 OF THE RAILWAY LINE	SERVICE ROAD 1
		SERVICE ROAD 2
		SERVICE ROAD 3
2/3-1.31		CONNECTION at KM 0+099.41
		CONNECTION at KM 0+633.51

	GRADE SEPARATION OF LOCAL ROAD – OVERPASS AT KM 170+834.50 OF THE RAILWAY LINE	CONNECTION at KM 0+877.59
		Service road – before overpass
		Service road – after overpass
2/3-1.32	GRADE SEPARATION OF RURAL ROAD – OVERPASS AT KM 172+193.38 OF THE RAILWAY LINE	ACCESS ROAD TO THE BUILDING FOR TELECOMMUNICATIONS
		SERVICE ROAD - MACADAM
2/3-1.33	GRADE SEPARATION OF IIB CATEGORY STATE ROAD NUMBER 300 – UNDERPASS AT KM174+515.35 OF THE RAILWAY LINE	SERVICE ROAD 1
2/3-1.34	GRADE SEPARATION OF LOCAL ROAD LOŠINJSKA STREET – UNDERPASS AT KM 174+928.10 OF THE RAILWAY LINE	CONNECTION 1
		CONNECTION 2
	2/3-1.34.2.1	Приступни пут службеној згради на км 175+781.06 у железничкој станици Суботица теретна-грађевински пројекат
	2/3-1.34.2.2	Приступни пут службеној згради на км 175+781.06 у железничкој станици Суботица теретна- пројекат коловозне конструкције
	2/3-1.34.2.1	Приступни пут објекту СС и ТК на км 176+206.07-грађевински пројекат
	2/3-1.34.2.2	Приступни пут објекту СС и ТК на км 176+206.07-пројекат коловозне конструкције
2/3-1.35	GRADE SEPARATION OF URBAN ROAD – MAKSIMA GORKOG STREET – UNDERPASS AT KM176+274.84 OF THE RAILWAY LINE	BOSE MIĆEVIC STREET
	2/3-1.35.2.1	Приступни пут објекту ЕТП Суботица на км 176+450-грађевински пројекат
	2/3-1.35.2.2	Приступни пут објекту ЕТП Суботица на км 176+450-пројекат коловозне конструкције
	2/3-1.35.3.1	Приступни пут станици Суботица путничка на км 176+550.00-грађевински пројекат
	2/3-1.35.3.2	Приступни пут станици Суботица путничка на км 176+550.00-пројекат коловозне конструкције
2/3-1.36	URBAN TRAFFIC ARTERY – MAJŠANSKI ROAD	CONNECTION
		ACCESS ROAD TO TH SP SUBOTICA
2/3-1.37		ŠEKSPIROVA STREET
		BAGREMOVA STREET

	GRADE SEPARATION OF URBAN ROAD KOSOVSKA STREET – OVERPASS AND UNDERPASS AT KM 177+857.22 OF THE RAILWAY LINE	ORAHOVA STREET
		SERVICE ROAD – BEFORE THE OVERPASS
		SERVICE ROAD – BEFORE THE UNDERPASS
		SERVICE ROAD WITH RAILWAY WITH ASPHALT TRAFFIC FROM KM178+243.00 TO KM 179+460.00 RAILWAY
2/3-1.38	GRADE SEPARATION OF LOCAL ROAD – OVERPASS AT KM 179+395.87 OF THE RAILWAY LINE	CONNECTION road
2/3-1.39	GRADE SEPARATION OF LOCAL ROAD – OVERPASS AT KM 180+969.60 OF THE RAILWAY LINE	SERVICE ROAD - MACADAM
2/3-1.40	GRADE SEPARATION OF LOCAL ROAD – OVERPASS AT KM 184+258.47 OF THE RAILWAY LINE	ACCESS ROAD TO THE BUILDING FOR TELECOMMUNICATIONS EQUIPMENT
		ACCESS ROAD TO THE SPN "KELEBIJA"

Supplementary explanation on newly increased workload:

关于新增加工作量的补充说明：

(1) The scope of work of this Agreement ANNEX 1 includes, but is not limited to, the civil engineering and pavement design work of connecting roads, service roads and other auxiliary roads listed in the table above, and the Consultant shall deepen the design of the above work during the construction permit design phase and the construction drawing design phase. The Client reserves the right to request the Consultant to modify and supplement the corresponding work (including the increase in workload due to changes in the Employer's needs), but the relevant consultation fees shall be all included in this Agreement ANNEX 1 and shall not be added.

本次补充协议工作范围包含但不限于上表所列连接道路、服务道路等辅助道路的土建工程及路面设计工作，咨询方在建筑许可设计阶段和施工图设计阶段应对上述工作内容进行深化设计。客户方有权要求咨询方对相应工作进行修改和补充（包括因业主需求变化引起的工作量的增加），相关设计费已经包含在本次补充协议内，不再另行补充费用。

(2) Road design standards are designed according to the width and Road pavement design requirements listed in the preliminary design document of the approval version, and the functional requirements required by the Employer shall be met. In addition, the design documents provided by the Consultant need to meet the requirements of relevant Serbian laws and regulations, standards and European standards, and facilitate the final construction.

道路设计标准依据批复版初步设计文件所列宽度、路面类型等要求进行设计，并要满足业主方所需要的功能要求。同时咨询方提供的设计文件需满足塞尔维亚相关法律法规、标准和欧洲标准的要求，且便于最终的施工。

(3) Design documents provided by the Consultant need to be reviewed by a third-party , and the contents that do not meet the requirements of the third-party review need to be supplemented and modified unconditionally.

咨询方的设计文件需通过第三方审查，对不满足第三方审查要求的内容，需无条件的进行补充和修改。

(4) Design documents provided by the Consultant shall be in both English and Serbian languages.

咨询方提供的设计文件需有英文及塞尔维亚文两种语言版本。

3. Time requirement 时间要求

In the building permit design phase, the Consultant shall submit the first version of the building permit design document by February 5th, 2021. The Client shall review the first version of the building permit design document and provide suggestions. The Consultant shall modify according to the opinions and submit the final version of the building permit design document by February 20th, 2021.

在建筑许可设计阶段，咨询方须在 2 月 5 日前提交初版建筑许可设计文件，客户对初版建筑许可设计文件进行审核并提出修改意见，咨询方据意见进行修改，并在 2 月 20 日前提交最终版建筑设计文件。

In the construction drawing design phase, the time requirements may be arranged according to the overall time requirements of the project. Consultant shall comply with the time requirements proposed by the Client, and submit the construction drawing design documents as required.

在施工图设计阶段，具体时间要求会根据项目整体时间要求另行统一安排，咨询方须服从客户提出的时间要求，并按客户要求的时间提交施工图设计文件。

4. Other requirements 其他要求

The main standard specifications, professional and technical requirements, results submission requirements, results acceptance standards and acceptance forms, requirements for key technical personnel and time requirements are in accordance with the main contract WW[2020]匈塞 SZ005 号.

执行的主要标准规范、专业技术要求、成果提交要求、成果验收标准及验收形式、关于关键技术人员的要求以及时间要求与之前所签合同要求一致。

APPENDIX 2 – REMUNERATION AND PAYMENT

附录 2 - 报酬与支付

The consultancy fees (fees incurred out of normal Services provided by the Consultant under this Supplementary Agreement) shall be the fixed total amount specified herein. The cost, price and rate set forth herein shall not be adjusted for any reason (including but not limited to) currency fluctuation and the increased cost of materials or labor.

设计费（咨询方根据本补充协议提供的正常服务产生的费用）应为此处规定的固定总价。成本，价格和费率不得因任何原因（包括但不限于）货币波动和材料或人工成本增加而进行调整。

The Consultant shall pay the various taxes, duties and expenses (including but not limited to) specified by the state laws to the relevant local government agencies, and the consultancy cost, price and rate set forth herein shall not be adjusted with the change in such taxes, duties and expenses. The Consultant is obliged to assist the Client to get the VAT refund (if any).

咨询方应向相关地方政府机构支付国家法律规定的各种税费，关税和费用（包括但不限于此），此处规定的设计费用，价格和费率不得随此税收，关税和费用的变化而调整。咨询方有义务协助客户进行增值税的退税（如果有）。

The total amount of the CONSULTANT's FEE is 3,800,000.00RSD (Three Million and Eight Hundred Thousand in Serbian Dinars) without VAT which is fixed and **4,560,000.00 (Four Million Five Hundred and Sixty thousand in Serbian Dinars) with VAT.** VAT is 20 %. All other taxes by prevailing Serbian law for this scope of Supplementary Agreement are included.

设计费总价不含增值税共计：380 万第纳尔，该价格是固定的，**含增值税共计：456 万第纳尔。**增值税为 20%。本补充协议范围所有塞尔维亚现行法律规定的其他税均含在里面。

The consultant may not be required to submit a performance security for his services stipulated in the Agreement ANNEX 1.

本协议不要求咨询方提交本补充协议项下的履约保函。

The payment of the CONSULTANT's FEE shall be made as follows:

设计费的支付按如下规定进行支付：

1. The Client receives the first payment from CRIC--CCCC JV, and the Design for Building Permit of the roads and bridges are unconditionally approved by the Client, the Employer and the relevant authority departments, a sum equal to Forty PERCENT (40%) of the contract price;

客户收到了铁总国际-中交股份联营体的首付款，咨询公司完成所有公路的建筑许可设计且被客户、塞铁及相关机构无条件批准后支付合同总价的 40%；；

2. All the Design for Execution of Works are unconditionally approved/accepted by the Client, the Employer and the relevant authority departments, a sum equal to Fifty-five PERCENT (55%) of the lump sum fee;

完成施工图设计文件并经过客户、塞铁及相关机构无条件批准后支付 55%；

3. Final Acceptance (Performance Certification issued by the Engineer, and the CRIC-CCCC JV returned the performance Guarantee to the Client), a sum equal to Five PERCENT (5%) of the lump sum fee.

工程师颁发了履约证书并且客户收到了铁总国际-中交股份联营体退回的履约保函支付 5%。

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